

This facsimile message and its contents are legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this message and its contents is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone and return the original message to us at the address shown below via the Postal Service. Thank You.

ALSTON&BIRD LLP

101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
704-444-1000
Fax: 704-444-1111

OFFICIAL

RECEIVED
CENTRAL FAX CENTER

TELECOPY

PLEASE DELIVER AS SOON AS POSSIBLE

AUG 06 2004

Date:

August 6, 2004

Recipient:

Technology Center 2161

Company:

US Patent and Trademark Office

Fax Number:

(703) 872-9306

Voice Number:

Sender:

Kay Costanza, Administrative Patent

Paralegal

Message:

OFFICIAL ENTRY

of Revocation and New Power of Attorney Document with attached assignment for current owner. Assignment is being recorded under separate submission.

Application No. 10/043,621

Filed 01/11/2002

Attorney Jon M. Jurgovan

Reg. No. 34,633

Number of Pages: (including cover page)

IF NOT RECEIVED PROPERLY, PLEASE NOTIFY US IMMEDIATELY AT .

USER CODE:	COSTK	REQUESTED BY:	Kay Costanza,
CLIENT/MATTER:	048119/281427	OPERATOR:	

Attorney's Docket No. 048119/281427

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Luban *et al.*
Appl. No.: 10/043,621
Filed: January 11, 2002
For: CUSTOMER LOYALTY PROGRAMS AND
SYSTEMS AND METHODS FOR SUCH PROGRAMS

Group Art Unit: 2161
Examiner Name:
Confirmation No.: 6507

RECEIVED
CENTRAL FAX CENTER
AUG 06 2004

OFFICIAL

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION OF POWER OF ATTORNEY
AND NEW POWER OF ATTORNEY BY ASSIGNEE

Assignee hereby revokes all powers of attorney previously granted with respect to the above-identified patent application, and appoints the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and directs that all correspondence be addressed to that Customer Number:

Customer Number 00826

with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection therewith.

Please direct telephone calls to the attention of:

Jon M. Jurgovan
Registration No. 34,633
Tel Atlanta Office (404) 881-7000
Fax Atlanta Office (404) 881-7777

Assignee hereby elects under 37 C.F.R. § 3.71 to prosecute this patent application and certifies that it is:

1. the assignee of the entire right, title, and interest
in the patent application identified above by virtue of:
- A chain of title from the inventors of the patent application identified above,
to the current assignee as shown below:

In re: Luban et al.
Appl. No.: 10/043,621
Filed: January 11, 2002
Page 2

1. From: Inventor Peters To: Dome Partners L.L.C.
The document was recorded in Parent Application No. 09/400,417 in the Patent and Trademark Office at Reel 010752, Frame 0981.
2. From: Dome Partners L.L.C. To: Stockback Holdings, Inc.
The document was recorded in Parent Application No. 09/400,417 in the Patent and Trademark Office at Reel 012875, Frame 0812.
3. From: Stockback Holdings, Inc. and Stockback, LLC
To: Vesdia Corporation
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the Assignee.

VESDIA CORPORATION

By: Peter G. Davis
Peter G. Davis, CEO
Date: 8/4/04

CUSTOMER NO. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Atlanta Office (404) 881-7000
Fax Atlanta Office (404) 881-7777

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being facsimile transmitted to the U.S. Patent and Trademark Office to Fax No. (703) 872-9306 on the date shown below.

Kay Costanza 8-6-2004
Date

CLTO1/4660552v1

Do Not Record

EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made by STOCKBACK HOLDINGS, INC., LLC, a Delaware corporation and Stockback, LLC, a Delaware limited liability company (collectively, the "Assignors") to VESDIA CORPORATION, a Delaware corporation, 3399 Peachtree Rd., N.E., Suite 1050, Atlanta, GA 30326 ("Assignee").

WHEREAS, Assignors have invented one or more new and useful inventions (the "Invention(s)") and Assignor holds a patent related thereto, (the "Patent(s)");

WHEREAS, Assignors have various registered trademarks, unregistered trademarks ("Trademarks") and domain name registrations;

WHEREAS, The Inventions, Patents, Trademarks, and domain names, and all associated intellectual property rights, are collectively referred to as the "Transferred IP" and are described on Exhibit A below; and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Transferred IP.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations contained and set forth herein, and other good and valuable consideration, the receipt and sufficiency of which to bind the Parties hereto is hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1. Assignment. Assignors, jointly and severally, do hereby irrevocably assign to Assignee:

A. The entire right, title and interest (including but not limited to, the patent claims, all rights to derivative works, all goodwill and all other rights) in the Transferred IP (including subject matter disclosed but not claimed) described in the Patents and patent applications identified below, the Trademarks, all copyright and trade secret rights in embodiments or designs for any such invention or any portion thereof, all rights in the below-identified United States and international patent applications if any and in all divisions, continuations and continuations-in-part of the applications, reissues and extensions of Letters Patent or Patents granted thereon, if any, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;

B. The right to file foreign patent, copyright or trademark applications on the Transferred IP in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;

C. The right to license, to enforce, to receive remedies and relief including without limitation past royalties for infringement related to the Transferred IP.

2. Consideration. It is a condition of Assignors obligations pursuant to the Asset Purchase Agreement by and between the parties hereto, dated March 8, 2004 to enter into this Agreement with Assignee. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignors the sum of one dollar (\$1.00), payable on even date with the Asset Purchase Agreement described above.

3. Representations and Warranties. Except as listed on Schedule 5 of the Asset Purchase Agreement, Assignor, jointly and severally, represent and warrant to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Inventions and the Patents and the Transferred IP;
- (c) The Transferred IP is free of any liens, security interests, encumbrances or licenses;

EXECUTION COPY

- (d) The Transferred IP does not infringe the rights of any person or entity;
(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Transferred IP;
(f) This Agreement is valid, binding and enforceable in accordance with its terms; and
(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Recording of Transfer and Assignment.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents, trademarks or copyright registrations, to issue any and all Patents, copyrights, trademarks, or their equivalent, and registrations on the Transferred IP to Assignee as the owner of the entire interest, for the sole use and benefit of Assignee, its successors, assigns and legal representatives.

5. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

6. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreement, representations or warranties between them respecting the subject matter hereof.

7. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

8. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

10. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Georgia. The Parties agree that any claim arising out of or relating to this Agreement shall be (i) brought in the Superior Court of Fulton County, Georgia, or (ii) brought in or removed to the United States District Court for the Northern District of Georgia, Atlanta Division. The Parties consent to the personal jurisdiction of the courts identified above. The Parties waive (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

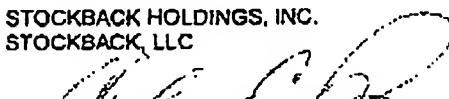
[Signature Begin on Next Page]

EXECUTION COPY

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives, effective this 15 day of August, 2004.

ASSIGNORS:

STOCKBACK HOLDINGS, INC.
STOCKBACK, LLC

By: 
C. Eric Peters, Chief Executive Officer

State of NEW YORK

County of NEW YORK

On 3/15/04 before me, ROBERTA E. KRANZ, notary, personally appeared CHARLES ERIC PETERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(Seal)

Signature. Roberta E. Kranz
Notary

ROBERTA E. KRANZ
Notary Public, State of New York
No. 01KR4978860
Qualified in Kings County
Commission Expires March 11, 2008
2007

Accepted by ASSIGNEE:

By: 
Name: Robert Davis
Title: CCO
Address:

EXECUTION COPY**Exhibit A****Patents**

The Feidelson Patent. On February 5, 2002, the United States Patent and Trademark Office granted Stockback Patent No. US 6,345,261 B1 titled: "Customer Loyalty Investment Program System and Method" (the "Feidelson Patent").

U.S. Patent No: 6,345,261 B1

U.S. Filing Date: February 5, 2002

Title: "Customer Loyalty Investment Program System and Method"

Inventors: Robert S. Feidelson, C. Eric Peters, Timothy C. Parrott, Joseph P. Larizza.

Pending Patents

U.S. Patent Application No: 10/043,621 (the "Peters Patent Application")

U.S. Filing Date: January 11, 2002

Title: "Customer Loyalty Programs and Systems Methods for Such Programs"

Inventors: Eric Peters

International Application No: PCT/US10/468,065

U.S. Patent Application No: 09/797,623 (the "OWNX Patent Application")

U.S. Filing Date: August 23, 2002

Title: "Methods and System for Automatically Calculating and Managing Consumer Earned Equity."

Inventors: Patric M. Palcic and Paul D. Hakim

U.S. Patent Application No: 09/280,212

U.S. Filing Date: March 30, 2000

Title: "Consumer Incentive Program Providing Corporate Equity in Return for Consumer Purchases."

Inventors: Patric M. Palcic, Paul D. Hakim and Alan M. Weingarten

U.S. Patent Application No: 60/186,711

U.S. Filing Date: March 29, 1999

Title: "Methods and System for Automatically Calculating and Managing Consumer Earned Equity."

Inventors: Patric M. Palcic and Paul D. Hakim

International Application No: PCT/US99/19927

International Filing Date: August 31, 1999

Applicant: Ownx, Inc.

Title: "System for Automatically Calculating Consumer Earned Equity."

U.S. Patent Application No: 09/492,792

U.S. Filing Date: January 28,2000

Title: "Incentive Program Associated with Equity Acquisition"

Inventors: Carolyn Clute, Frank Slacik, Paul Hudson, Donna Kuker, Matt Ho, and Liam Supple

International Application No: PCT/US00/1173

International Filing Date: May 2, 2000

Applicant: StockPower, Inc.

Title: "Incentive Program Associated with Equity Acquisition."

EXECUTION COPY

Trademarks

Serial #	Mark
1. 75/800,820	STOCKBACK
2. 75/800,821	STOCKBACK.COM
3. 76/039,225	CONSUMER STOCK OWNERSHIP
4. 76/058,477	STOCKBACK TICKER
5. 76/096,015	STOCKBACK CAPITAL
6. 76/066,577	STOCKBACK INDEX
7. 76/061,900	EARN STOCK WHEN YOU TRAVEL
8. 76/061,748	EARN STOCK WHEN YOU SHOP
9. 76/061,749	EARN STOCKBACK WHEN YOU SHOP

Domain Names

1. www.stockback.com

Initials: CH

Initials: PL